

2006 King Countywide STP/CMAQ Competition Application

To be used for projects submitted for the following Countywide Programs:

- ❖ Small Jurisdictions Program
- ❖ Larger Jurisdiction Program
- ❖ All Other Agency Program

This application is available on the King County Web site at <http://www.metrokc.gov/kcdot/tp/ortp/grants.html>

****Please read all of the text in this section before completing this application.****

Important notice: The importance of complete and accurate information on every application cannot be overemphasized. The evaluation and scoring of all submitted projects will be based on the answers provided in this application. A project's suitability for funding may be compromised if the application is found to have omissions or inaccuracies. In addition, sponsors of projects recommended for funding as a result of the competition should be aware that their application could be used in the future to evaluate the status of a project if it fails to comply with the requirements of the Puget Sound Regional Council's (PSRC) Project Tracking program.

Projects receiving funding as a result of this competition: Funding distributed as a result of the 2006 STP/CMAQ King Countywide Programs is awarded to projects, not to the sponsoring agency itself. Sponsors of projects that receive funds from this competition will be required to submit a more detailed TIPMOD or TIPNEW application, which will be due to the PSRC on July 21 2006. Please note that these sponsors will also be asked to certify that they will comply with the conditions of the PSRC's Project Tracking Program, as a condition of accepting funding. Failing to comply with this condition, and/or with the conditions established in the PSRC's Project Tracking Program, may eventually result in the loss and/or transfer of funds to another Countywide project.

CMS requirements: Per revisions to the PSRC's Congestion Management System [in accordance with Title 23, Section 134,(i)(3) USC – Highways], sponsors of projects that receive funds as a result of this competition will be required to document the purpose and need for any project that provides general purpose capacity expansion on minor arterials or major/minor collectors (urban or rural).

14-page limit: You may use additional pages if necessary; however, please be as brief as possible and limit your application to a total of fourteen (14) pages, plus map(s) and/or other required supporting documents.

E-mail submissions are preferred: Attach your completed application to an e-mail and send to peter.heffernan@metrokc.gov. Please name the file "(Agency): (Project title)" and in the e-mail subject line identify which Countywide program the application is being submitted (Small Jurisdiction, Large Jurisdiction, All Other, Non-motorized). If you are unable to e-mail the application, please mail a copy of the electronic file on diskette, and fax or mail a corresponding paper copy. Electronic copies of all applications are required, as they will be posted to the King County Web site. Mailed materials should be sent to: Peter Heffernan, King County Department of Transportation, M.S. KSC-TR -0814, 201 South Jackson Street, Seattle, WA 98104-3856 and/or faxed to 206-684-1812, Attn: Peter Heffernan. All applications must be submitted by **5pm June 1st, 2006**.

Definition of a project: For the purposes of this competition, a project must be clearly defined by geographic limits and/or functionality. If the project contains multiple components, the sponsor must clearly indicate how they are logically connected to one another. A project with multiple geographic locations must demonstrate their functional relationship (for example, signal coordination work in various locations tied together through a traffic control center). **Note: a project may request only one funding source – either STP or CMAQ, but not both.**

PROJECT DESCRIPTION INFORMATION

1	<p>Project title: SR 522 Multi-Modal Corridor Improvement Project; 91st Ave NE to NE 180th Street.</p> <p>For roadway project titles: list facility name, limits, and any other identifying words. E.g., SR-520 HOV (104th Ave NE to 124th Ave NE).</p>
2	<p>Destination 2030 ID#: Several projects encompass the projects: #2244, #2213, #2246. In addition, the projects are consistent with the following Destination 2030 policies: RT - 8.1, 8.2, 8.3, 8.38, 8.39</p> <p>In order to be eligible for federal funding, a project must be in, or consistent with, <i>Destination 2030</i>, the region's Metropolitan Transportation Plan (MTP). To confirm if your project is specifically listed in <i>Destination 2030</i>, refer to</p> <p>Appendix 9 of <i>Destination 2030</i> at http://www.psrc.org/projects/mtp/d2030plan.htm. For assistance or questions regarding these issues, contact Kaori Fujisawa at 206-587-5063 or kfujisawa@psrc.org.</p>
3	<p>a. Sponsoring agency: City of Bothell</p> <p>b. Co-sponsor(s) if applicable:</p> <p>Important: For the purposes of this application and competition, "co-sponsor" refers to any agency that would receive a portion of the funding if the requested grant were to be awarded.</p> <p>c. Does sponsoring agency have "Certification Acceptance" status from WSDOT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. If not, which agency will serve as your CA sponsor?</p>
4	<p>Project contact person: Eddie Low, P.E.</p> <p>Address: 9654 NE 182nd Street, Bothell, WA 98011</p> <p>Phone: (425) 486-2768 ext. 4464</p> <p>Fax: (425) 486-2489</p> <p>E-Mail: eddie.low@ci.bothell.wa.us</p>

5	<p>Project description. Please be as clear and concise as possible. Include a description of the project, the need for the project, and the project purpose.</p> <p>This SR 522 Multi-Modal Corridor Project is a result of Washington State Department of Transportation's SR 522 Multi-Modal Corridor (MCP) Study of this congested commuter and freight corridor that includes both High Accident Locations (HALs) and High Accident Corridor (HAC).</p> <p>The MCP Study defined improvements along this 11 mile stretch of Highway of Statewide Significance corridor that would expand the limited Business Access and Transit (BAT) lanes; improve pedestrian safety and access; provide capacity with the construction of double left turn lanes at selected intersections; provide access management; install traffic signals; widen arterial street approaches to SR 522; interconnect and coordinate signals; improve drainage; and install curb, gutters and sidewalks.</p> <p>This countywide application includes 2 projects (Phase I and II), see attached Vicinity Map, from 91st Avenue NE to NE 180th Street and the new SR 522 interchange access for the entrance to the University of Washington Bothell/ Cascadia Community College Campus located west of the I-405/ Bothell/ Woodinville Interchange. This application, if funded together with the other Phase I and II application by City of Kenmore (as a separate application from City of Kenmore), will result in completion of the SR 522 improvements from 61st Avenue NE in Kenmore to NE 180th Street in Bothell (except for a short section between the two cities that is in unincorporated King County).</p> <p>The projects include installation of exclusive BAT lanes (from 91st Avenue NE to 500 feet east of 96th Avenue NE), transit queue bypass for the westbound at 96th Avenue NE intersection, traffic signals, transit priority, curbs, gutters and sidewalks; implement access management; widen the SR 522 roadway for double left turn lanes at 96th Avenue NE intersection; landscaping; and widen arterial street approaches at selected locations.</p> <p>The project is financially supported by both cities, WSDOT, Sound Transit, King County Metro, Transportation Improvement Board, FHWA and King County Roads.</p>
6	<p>Project location: SR 522</p> <p>a. County(ies) in which project is located: King County</p> <p>Answer the following questions if applicable:</p> <p>b. Crossroad/landmark nearest to beginning of project (identify landmark if no crossroad): 91st Avenue NE</p> <p>c. Crossroad/landmark nearest to end of project (identify landmark if no crossroad): NE 180th Street</p>
7	<p>Map: 1. Include a legible 8½" x 11" project map with the completed application form. 2. Include a legible vicinity map with the completed application form (can be smaller than 8½" x 11").</p> <p>Note: If unable to send the map electronically, mail a copy on diskette and provide a paper copy by fax or mail.</p>

8	<p>Federal functional classification code (Please select <u>only one</u> code using the table below)</p> <p>For assistance determining functional classification, contact Stephanie Rossi at 206-587-5118 or srossi@psrc.org.</p> <p>Important: A roadway must be <u>approved</u> on the federally classified roadway system before projects on it may use federal transportation funds (this includes proposed new facilities). Projects on a roadway with a functional classification of 09, 19, 29, or 39 are not eligible to use federal transportation funds unless they are one of the exceptions listed below. If your project is an exception, identify its functional class code as "00".</p> <p><u>Examples of exceptions:</u></p> <ul style="list-style-type: none"> Any bicycle and/or pedestrian project. Projects not on a roadway and using CMAQ or other funds Any transit project, including equipment purchase and park-and-ride lot projects. 	
	<p style="text-align: center;">Rural Functional Classifications "Under 5,000 population"</p> <p style="text-align: center;">(Outside federal-aid urbanized and federal-aid urban areas)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 00 Exception <input type="checkbox"/> 01 Principal Arterial - Interstate <input type="checkbox"/> 02 Principal Arterial <input type="checkbox"/> 06 Minor Arterial <input type="checkbox"/> 07 Major Collector <input type="checkbox"/> 08 Minor Collector <input type="checkbox"/> 09 Local Access <input type="checkbox"/> 21 Proposed Principal Arterial – Interstate <input type="checkbox"/> 22 Proposed Principal Arterial <input type="checkbox"/> 26 Proposed Minor Arterial <input type="checkbox"/> 27 Proposed Major Collector <input type="checkbox"/> 28 Proposed Minor Collector <input type="checkbox"/> 29 Proposed Local Access 	<p style="text-align: center;">Urban Functional Classifications "Over 5,000 population"</p> <p style="text-align: center;">(Inside federal-aid urbanized and federal-aid urban areas)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 00 Exception <input type="checkbox"/> 11 Principal Arterial – Interstate <input type="checkbox"/> 12 Principal Arterial – Expressway <input checked="" type="checkbox"/> 14 Principal Arterial <input type="checkbox"/> 16 Minor Arterial <input type="checkbox"/> 17 Collector <input type="checkbox"/> 19 Local Access <input type="checkbox"/> 31 Proposed Principal Arterial – Interstate <input type="checkbox"/> 32 Proposed Principal Arterial – Expressway <input type="checkbox"/> 34 Proposed Principal Arterial <input type="checkbox"/> 36 Proposed Minor Arterial <input type="checkbox"/> 37 Proposed Collector <input type="checkbox"/> 39 Proposed Local Access
PLAN CONSISTENCY INFORMATION		
<p>Note: Cities, towns, and counties seeking federal funds managed by the PSRC may submit an application only if their comprehensive plan has been certified by the PSRC. All other agencies (e.g., transit agencies, WSDOT, tribal nations, etc.) must show that their project is consistent with the applicable city and/or county comprehensive plan(s), and with <i>VISION 2020</i> and <i>Destination 2030</i>, the central Puget Sound region's Metropolitan Transportation Plan. For questions on consistency and certification, contact Rocky Piro at 206-464-6360 or rpiro@psrc.org. For questions regarding centers, contact Ben Bakkenta at 206-464-5372 or bbakkenta@psrc.org.</p>		
9	<p>Consistency with adopted <i>VISION 2020</i> and <i>Destination 2030</i> (Metropolitan Transportation Plan)</p> <p>Note: The questions in this section must be answered by all applicants. If you need assistance, please contact staff at the local jurisdiction in which the project is located. Information on the current certification status of a local plan is available on the PSRC's Web site at www.psrc.org/projects/planreview/ppr_status.htm. To obtain copies of the adopted <i>VISION 2020</i> or <i>Destination 2030</i> documents, please contact the PSRC's Information Center at 206-464-7532 or infoctr@psrc.org.</p> <p>a. Indicate the current certification status of the local comprehensive plan's transportation element. Note: Select only one from the drop down box below and provide the most recent date of certification action. If you select "Not Certified," leave the date field blank.</p> <ul style="list-style-type: none"> Certification Status: Certified 	

- Date of certification action (mm/dd/yy): 05/01/2000

b. Please check all boxes that apply to the project's location. If portions of the project are located in more than one of the locations listed, please check all appropriate boxes.

- ☐ The project is located outside the designated urban growth area.
(Refer to <http://www.psrc.org/projects/tip/applications/reference.htm> for more information.)
- ☒ The project is located within the designated urban growth area.
- ☐ The project is located within a formally designated center. (Please identify center in the space below)

c. Is the project specifically identified in a local comprehensive plan?

- ☒ Yes. Indicate the (1) plan name, (2) relevant section(s), and (3) page number where it can be found:
Figure TR 11, between page TR-41 and TR-42
- ☐ No. Describe how the project is consistent with the applicable local comprehensive plan, citing specific local policies and provisions the project supports. Please include the actual text of all relevant policies or information on where it can be found, e.g. the policy document name and page number.

REGIONAL PROJECT EVALUATION

Important: Projects will be evaluated and scored based on the information provided in Parts 1 and 2 that follow. Refer to the "2006 King County Countywide Project Evaluation Criteria" before completing these sections of the application for guidance, examples, and details on scoring.

Instructions:

- Part 1: Choose the one project category that best fits your project and complete the corresponding section A, B, or C.
- Part 2: Complete all three sections in Part 2 (sections D, E, and F).

Part 1: Category Specific Questions (50 Points)

10. Select one of the following three categories that best fits your project and follow the corresponding instructions:

- ☐ Designated Center: Complete section A (question 11) and proceed directly to Part 2 (questions 14-17).
- ☐ Manufacturing/Industrial Center: Complete section B (question 12) and proceed directly to Part 2 (questions 14-17).
- ☒ Connecting Corridors: Complete section C (question 13) and proceed directly to Part 2 (questions 14-17).

A. Designated Centers (50 Points)

Instructions: Complete this section if you selected "Designated Centers" in question 10, and then proceed directly to Part 2 (questions 14-17). Do not complete questions 12 or 13.

11. Please explain how your project addresses the following:

- How will the project help the Center to develop in a manner consistent with adopted policies or comprehensive plans? Describe how the project will support activity in the Center, implement any development plans for the center, and enhance the Center's sense of place. Please provide a citation and copy of the appropriate page(s) from the plan or policies with your application.
- Will the project create, sustain or provide benefits to a targeted industry cluster business within a designated center? Please describe the business(es) that will benefit from the project; descriptions should indicate the scale and nature of the business(es), as well as its market and workforce transportation needs. Benefits could be demonstrated through access and travel time improvements for employees, customers and freight movement.
- Describe the impact the project will have on the Center. Will the project remedy an existing or anticipated problem (e.g., congestion, incomplete sidewalk system, inadequate transit service or facilities, etc.)? Will the project benefit a large number or wide variety of users (including commuters, residents, commercial users, those groups identified in the presidential Executive Orders for Environmental Justice¹ and/or areas experiencing high levels of unemployment or chronic underemployment)?
- Will the project provide access to a major destination or significantly improve circulation within the Center? For projects with a parking component, describe how it will be compatible with a pedestrian-oriented environment.

B. Manufacturing/Industrial Centers (50 Points)

Instructions: Complete this section if you selected “Manufacturing/Industrial Centers” in question 10, and then proceed directly to Part 2 (questions 14-17). Do not complete questions 11 or 13.

12. Please explain how your project addresses the following:

- How does the project result in time savings for moving freight and goods?
- Indicate whether the project focuses on addressing a physical gap or removing a barrier that is problematic for freight and goods movement.
- How does the project contribute to achieving a more “seamless” system of moving freight and goods by reducing modal conflicts, such as between freight trains and trucks, in a safe and efficient manner?
- How does the project help to improve the circulation and movement of people and goods to various buildings and/or employment sites?

¹ The President's Order for Environmental Justice states “each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies and activities on minority populations and low-income populations.” For more information, refer to the PSRC's 2003 Environmental Justice Demographic Profile available on the PSRC website at <http://www.psrc.org/datapubs/ej/index.htm>, or contact the PSRC Information Center at 206-464-7532 or infoctr@psrc.org.

- Does the project or program contribute to transportation demand management and commute trip reduction opportunities? Please describe.
- Describe how the investment results in more reliable travel for various user groups (including employees, customers, modal carriers, those identified in the presidential Executive Orders for Environmental Justice² and/or areas experiencing high levels of unemployment or chronic underemployment).?
- Will the project create, sustain or provide benefits to a targeted industry cluster business within a designated manufacturing/industrial center? Please describe the business(es) that will benefit from the project; descriptions should indicate the scale and nature of the business(es), as well as its market and workforce transportation needs. Benefits could be demonstrated through access and travel time improvements for employees, customers and freight movement.

C. Connecting Corridors (50 Points)

Instructions: Complete this section if you selected “Connecting Corridors” in question 10, and then proceed directly to Part 2 (questions 14-17). Do not complete questions 11 or 12.

13. Please explain how your project addresses the following:

- Describe how the investment in the corridor improves access or directly benefits a center(s) by providing a range of travel modes and by serving multiple user groups (including commuters, residents, commercial users, those groups identified in the presidential Executive Orders for Environmental Justice³ and/or areas experiencing high levels of unemployment or chronic underemployment).
- Will the project create, sustain or provide benefits to a targeted industry cluster business within a designated urban or manufacturing/industrial center? Please describe the business(es) that will benefit from the project; descriptions should indicate the scale and nature of the business(es), as well as its market and workforce transportation needs. Benefits could be demonstrated through access and travel time improvements for employees, customers and freight movement.
- Describe how the project improves a corridor in logical segments, thereby preventing missing links or gaps.
- Describe how the project creates more reliable and efficient travel flows along the corridor by filling missing links or removing barriers.
- Describe how the improvements create long-term sustainable solutions and improve the system as a whole.
- Describe how this project improves safety and/or reduces modal conflict.

² see footnote above

³ see footnote above

Benefit to Center:

SR 522 is the only direct link between the Designated Urban Centers of Canyon Park, Northgate, and the University District. These projects will improve the movement of goods and people to and from these centers and locations along the way by increasing transit efficiency, freight movement and roadway capacity. The corridor is also regionally significant, providing an alternative to the often congested SR 520 Lake Washington bridge. In addition to providing a link between three Urban Centers, the corridor serves adjacent multiple commercial centers, industrial development, and high-density residential land use. This proposal will improve the mobility of several travel modes: pedestrian and bicycle movements will be enhanced through the installation of sidewalks, traffic signals, and improvements to the Burke Gilman Trail; improved transit speed and reliability through transit lanes and signal queue jump lanes; and delay reduction and improved safety for commercial and passenger vehicles through access management and capacity improvements. The projects will also promote economic development by installing curb, gutters, and sidewalks; landscaping and street lighting that will improve the overall character of the roadway; and the installation of traffic signals that will improve access to businesses.

Environmental Justice:

The corridor also provides a major link between several communities in north Seattle with a significant portion of the population below either the poverty or low income level and/or have a high percentage of minorities. Additionally, the corridor serves several neighborhoods within Kenmore that are above regional averages for minorities and/or low income families. Access and mobility for these populations will be enhanced with general purpose capacity improvements, sidewalks, and transit lanes.

Benefit to Targeted Industry Cluster Business:

SR 522 is a critical commuter and freight route to the Bothell Canyon Park Center, which includes (1) Life Sciences, (2) Logistic/International Trade & (3) Information Technology Clusters; provides access to the Bellevue/Redmond Information Technology Cluster for Western Snohomish County; serves as an alternate route when the SR 520 bridge is closed or impeded for reconstruction in the near future; and connects the rapidly growing areas of south and eastern Snohomish County to each of the economic clusters in the City of Seattle. Canyon Park alone employs an estimated over 15,000 people and has the capacity to double over the next 20 years.

Corridor Improvements:

Due to the size and complexity of the SR 522 Multi-Modal Corridor project, Lake Forest Park, Kenmore and Bothell have been addressing the highest priority congested, logical and implementable segments. Lake Forest Park is going to bid on one of its major segments this year. The Kenmore/Bothell Segments are as follows (see map):

Kenmore Segment 1: 61st to 73rd (in joint Kenmore/Bothell regional application)

Kenmore Segment 2: 73rd to 83rd (in joint Kenmore/Bothell regional application)

Bothell Segment I: Wayne Curve (fully funded)

Bothell Segment IIA: Wayne Curve to 180th Street & 91st to Wayne Curve (included in this application)

Bothell Segment IIB: UWB/CCC SR 522/ I-405 Access (fully funded)

The segments included in this project, with those that are fully funded, represent \$104,603,000 worth of improvements to the SR 522 corridor. The cities have assembled \$95,225,350 (91%) of the total funding package to date. With \$2.5 million in this countywide application and funds pending from TIB, the regional competition, PWTF and City budgeted transportation funds, the SR 522 corridor will be fully funded from 61st Avenue in Kenmore to 180th Street in Bothell (with the exception of the segment in unincorporated King County).

It is the hope of Kenmore, Bothell and Lake Forest Park (with its project going to construction beginning Summer 2006) that all these segments of SR 522 can be constructed prior to construction beginning on the SR 520 floating bridge.

Effective and Efficient Travel:

The SR 522 improvements will remove significant barriers to transit and mobility impaired individuals. The current BAT lanes end at NE 73rd Avenue NE. These projects will extend the lanes an additional three quarters of a mile and provide queue jump lanes at Wayne Curve. Both of these enhancements will remove transit vehicles from congested general purpose lanes. Total savings in transit delay during the PM peak hour is estimated at over 4 minutes per transit vehicle in 2030. Additionally, the installation of sidewalks, improved connections to the Burke Gilman Trail and wheel chair ramps will reduce pedestrian barriers throughout the corridor and improve mobility and transit access.

Long Term Sustainable Solutions:

These projects will reduce transit travel time by separating transit from general purpose vehicles; vehicle delay at signals will decrease with the addition of left turn lanes; and pedestrian mobility will be improved with the addition of sidewalks. Overall roadway safety will be improved through access management, installation of curbs, gutters, and sidewalks, and installation of traffic signals at pedestrian crossing locations. Water quality along the corridor will be improved with the installation of water quality devices and improvements to Swamp Creek. The overall life of the corridor infrastructure will be improved with pavement restoration, reconstruction of the Swamp

Creek bridge, installation of a storm water collection system and other capital investments. The quality and nature of these improvements will sustain the described project gains into the future.

Improves Safety and Removes Modal Conflicts:

These projects address safety issues at 5 high accident locations and 3 pedestrian accident locations identified by WSDOT within the corridor. Reduction in accidents will be realized through the restriction of left turns, installation of sidewalks and traffic signals, upgrading of signals, and installation of an underpass for the Burke Gilman Trail at 73rd Avenue NE.

Modes will be separated by providing sidewalks so pedestrians will no longer need to walk along the shoulder or in the roadway; by extending the BAT lanes from 73rd Avenue NE to 83rd Place (Eastern Kenmore City limits) and 91st Avenue NE (Western Bothell City limits) to west of Wayne Curve; and by providing queue jump lanes at Wayne Curve. This will have the added benefit of removing transit vehicles from the general purpose lanes at transit stops. In addition, access management will be provided and medians installed at strategic locations to manage turn movement conflicts.

PART 2: QUESTIONS FOR ALL PROJECTS (50 Points)

Instructions: Once Section A, B, or C in Part 1 has been completed, complete all of Part 2 (questions 14-17).

D. Project Readiness/Financial Plan (30 Points STP, 10 Points CMAQ)

Introduction: Two primary tools will be used to obtain information needed to judge a project's ability to proceed: responses to the project readiness (question 14) and financial plan (question 15) sections below. The primary objective of the evaluation is to determine if a sponsor has assembled all of the funding needed to complete the project or phase(s), and when the sponsor will be ready to obligate the requested regional funding. All questions must be completely and accurately filled out in order for this information to be properly assessed. The information will be used to determine:

- When the sponsor can complete all prerequisites needed to obligate the project's requested PSRC funding.
- When the sponsor plans to obligate requested PSRC funding.
- The amount and source of secured funding for the project.
- The amount and source of reasonably expected but unsecured funding for the project.
- If PSRC's federal funds will complete the project or a phase of the project.

Note: The standard PSRC definitions will apply for determining when funding is "secured" or "reasonably expected to be secured." These definitions can be found at <http://www.psrc.org/projects/tip/selection/2006/CallMaterials/Secured%20funding%20def%202006.pdf>

-
14. Project Readiness: **Please fill out the questions below if your project is requesting funds for a Right of Way (ROW) and/or Construction (CN) phase. Projects requesting funds for a Preliminary Engineering phase need not answer question #14.**

It is recognized that the complexity of some projects can trigger a variety of prerequisites that must be satisfied before STP and CMAQ funding is typically eligible to obligate. These questions are designed to identify these requirements and assist sponsors to:

- Identify which requirements apply to their specific project.
- Identify which requirements have already been satisfied at time of application.
- Provide an explanation and realistic completion date for all requirements not yet completed.

Important instructions: For question 14A below, select one of the three options from the drop down list for all items that apply at the time of submission of this application. These items are based on the documentation requirements for obligation of federal funds. For any item where “Item not yet completed” is selected, and for any additional requirements pertaining to the project, provide details in question 14B, including the estimated schedule for completion.

- 14A. Check all items that apply below.** Note: if no ROW is required for the project, select “not needed” for sections b through g.

Already complete a. Final FHWA or FTA approval of environmental documents including:

Already completed - BA Concurrence: NMFS, U.S. Fish & Wildlife, WSDOT.

Already completed- Section 106 Concurrence.

Already completed- FHWA/FTA Environmental Classification Summary Checklist (or EA or EIS).

Not yet completed b. True Cost Estimate for Right of Way.

Not yet completed c. Right of Way Plans (stamped).

Not yet completed d. Relocation Plan (if applicable).

Not yet completed e. Right of way certification.

Not yet completed f. Certification Audit by WSDOT R/W Analyst.

Not yet completed g. Relocation Certification, if applicable.

Not yet completed - Certification Audit by WSDOT of Relocation Process, if applicable.

Already completed h. Engineer's Estimate.

Not yet completed i. All environmental permits obtained such as Army Corps of Engineers Permit, HPA, etc.

14B. Additional information: include details on any items above that are not yet completed and provide an estimated schedule; please provide any additional information as appropriate.

Phase I, Wayne Curve, all environmental documentation is complete. Draft Right-of-Way plans are underway and the engineers estimate is complete. PS&E is at about the 35% level.

Phase II-A, Currently in preliminary design

Phase II-B, Ready for construction, ad date September 2006.

-
15. Financial plan: **Please fill out Tables A-D below and corresponding questions E-F. The purpose of the tables and questions is to allow sponsors to fully document their project's financial plan and schedule. Tables A, B, and C build upon one another to provide the estimated cost of each phase as well as a project's total cost (Table D). The tables require sponsors to list the federal funds being requested from the Regional Competition (Table A), as well as ALL other sources of secured (Table B) and unsecured funds (Table C) needed to complete the project.**

Guidelines:

- All requested information must be provided to earn maximum points.
- Provide financial information for all funding types in every applicable phase, and use a separate row for each funding source.
- Totals of federal and other funds listed in Tables A, B, and C should equal the total project cost in Table D.
- Funding commitment letters must be provided for all financial partners.

Required Match: A minimum of 13.5% match is required for both STP and CMAQ funds. Sponsors of projects awarded funds through this competition will be required to provide information on these matching funds at a later date.

Table A: Funding Requested from Regional Competition

Phase	Estimated Obligation Date by Phase (mm/dd/yy)	PSRC Federal Funding Source (enter either STP or CMAQ; choose only one)	PSRC Federal Funds Amount
PS & E	2/1/07	STP	\$500,000
ROW	6/1/08	STP	\$2,000,000
Totals:			\$2,500,000

Table B: Existing Secured Funding

Phase	Estimated Obligation* date by Phase (mm/dd/yy)	Source	Amount
PS & E	See Attach. A	See Attach. A	\$5,610,000
ROW	See Attach. A	See Attach. A	\$3,690,000
Construction	See Attach. A	See Attach. A	\$38,660,000
			\$
			\$
TOTAL:			\$47,960,000

*For tables B or C, "obligation" may be defined as expenditure or other commitment of funds. For assistance, please refer to "Definitions for Secured and Reasonably Expected to be Secured Funding" which can be found at: <http://www.psrc.org/projects/tip/selection/2006/CallMaterials/Secured%20funding%20def%202006.pdf>

Table C: Needed future funding (unsecured) Note: do not include the grant funds requested in Table A

Phase	Estimated Obligation* date by Phase (mm/dd/yy)	Source	Amount
Construction	09/01/2009	TIB	\$2,500,000
			\$
			\$
			\$
TOTAL:			\$2,500,000

*For tables B or C, "obligation" may be defined as expenditure or other commitment of funds. For assistance, please refer to "Definitions for Secured and Reasonably Expected to be Secured Funding" in Section 5 of the Call for Projects.

Table D: Total Project Cost (Please provide the total estimated cost and scheduled completed date for each phase of the project.)

Phase	Total estimated cost	Phase	Scheduled completion date (mm/dd/yy)
Planning:	\$	Planning:	
Preliminary Engineering/Design:	\$6,110,000	Preliminary Engineering/Design:	08/31/2009
Right of Way:	\$5,490,000	Right of Way:	08/31/2009
Construction:	\$41,360,000	Construction:	09/01/2010
Other (Specify) :	\$	Other (specify) :	
Total Project Cost:	\$52,960,000	Estimated date of completion (i.e. open for use)	09/01/2010

E. Identify the project phases (PE, ROW, CN, etc.) that will be fully completed if requested funding is obtained:

Bothell I: PE, ROW and CN will be fully completed.

Bothell IIA: PE and ROW will be fully completed and 32% of construction funded (see Attachment A for shortfall funding plan; seeking TIB funding in the upcoming funding cycle).

Bothell IIB: PE, ROW and CN will be fully completed.

F. If unable to completely fill out Table D (Total Project Cost): Use the space below to explain the nature of any project for which the total project cost is presently unknown. For example, a project may study the merits/costs of various routes or construction techniques and, consequently, the total project costs won't be determined until the study is complete.

E. Air Quality (20 Points STP, 40 Points CMAQ)

16. Describe how your project will reduce emissions. Include a discussion of the population served by the project – who will benefit, where, and over what time period. Projects may have the potential to reduce emissions in a variety of ways; depending on the type of project, please provide the requested information if your project contains the elements listed below:

- Diesel retrofits: describe the types and numbers of vehicles, vessels, or equipment involved, how often they are used, how much fuel is consumed annually, where they are used and when the retrofits will occur.
- Roadway capacity (general purpose and high occupancy vehicles): describe the roadway and travel conditions before and after the proposed project, including average daily traffic and travel speeds; describe the potential for multimodal connections, shorter vehicle trips, etc.
- Transit (park and ride lots, new or expanded transit service, transit amenities, etc.): what is the current transit ridership in the project area; what are the current transit routes serving the project area; if a park-and-ride lot, how many stalls are being added; describe how the amenities (or other components of the project) are expected to encourage new transit ridership and shift travel from single occupant vehicles to multimodal options; what is the average trip length for a new rider?
- Bicycle and/or pedestrian facilities: what is the length of the facility; what are the connections to other nonmotorized facilities and to the larger nonmotorized system; describe the expected travel shed (i.e., land use, population surrounding the project).
- Signalization, other ITS improvements: describe the existing conditions in the area (i.e., level of service, average daily traffic, etc.); describe how the project is expected to improve traffic flow (increase speed, reduce idling, remove accidents, etc.); is there a significant amount of truck traffic (i.e. freight movement) on the facility? does the project improve traffic flow for particular modes, e.g. HOVs, or types of vehicles, e.g. freight trucks?
- Alternative fuels/vehicles: describe the change in fuel or vehicle technology; how many vehicles are affected; what are the current conditions?
- Other: describe how your project has the potential to reduce emissions through technology, improved management or other means, e.g. no idling signage & enforcement, auxiliary power units to operate heating, cooling & communications equipment, truck stop electrification, etc.

The project will decrease VMT and SOVs by attracting drivers to transit through improved reliability and time savings. Additionally, sidewalks and new traffic signals will improve pedestrian mobility, thus encouraging people to use transit. By 2030, transit vehicles will save over 4 minutes through the eastern end of the corridor and bypass general purpose vehicle queues at 4 signals with improvements.

Vehicle idling time will be reduced as additional lanes are added on 5 signalized arterial approaches, increasing capacity for mainline traffic and reducing queue lengths.

F. Other Considerations (No Points)

- 17. Please describe any additional aspects of your project** not requested in the application that could be relevant to the final project recommendation and decision-making process, particularly those relating to the support of the centers and connecting corridors policy focus. Note: No points will be given to this section.

The City Council amended the Comprehensive Plan for the Canyon Park Urban Center and the Bothell Downtown Business Sub Area in 2002 to permit building heights to be raised from 50 feet high to up to 150 feet high. This amendment will result in continued pressures for business park growth and downtown redevelopment plans for mixed use as the demand for those predominant industries of Information Technology, Life Sciences and Logistics, and International Trade presence in the Canyon Park increases and services, housing, and other related demands increase along this corridor.

The need to provide adequate capacity along the SR 522 Corridor will be critical to support this growth. The Cities of Bothell, Kenmore, and Lake Forest Park along with Sound Transit, WSDOT, King County Metro and the Chambers of Commerce along this corridor have planned a total of over \$100 million worth of improvements to the SR 522 corridor that will be completed by 2010. The cities have assembled over \$95 Million (91%) of the total funding package to date. With \$2.5 million in this countywide application and funds pending from TIB, the regional competition, PWTF, and City budgeted transportation funds, the SR 522 Corridor will be fully funded from 61st Avenue in Kenmore to 180th Street in Bothell (with the exception of the segment in unincorporated King County) and the new interchange access for the UW Bothell / Cascadia Community College Campus.

TOTAL BOTHELL / KENMORE CORRIDOR INVESTMENT - ATTACHMENT A

PROJECT	PS&E	ROW	CONSTRUCTION	TOTAL	REVENUE SOURCES								
					FEDERAL	COUNTY	LOCAL	ST	STATE	WSDOT	TIB	2006 REG.	TOTAL
Kenmore I	\$4,281,835	\$5,298,685	\$22,619,480	\$32,200,000	\$7,249,900	\$1,468,253	\$4,840,189		\$9,702,538	\$1,579,480	\$4,797,000	\$2,562,640	\$32,200,000
Obligation Date	1/1/2002	5/1/2006	7-1-07 & 12-1-07										
Kenmore II	\$3,305,000	\$2,688,000	\$13,450,000	\$19,443,000	\$700,312	\$650,000	\$1,461,754	\$8,192,300	\$2,940,074	\$683,608	\$3,000,000	\$437,360	\$18,065,408
Obligation Date	1/1/2002	3/1/2006	5/1/2007										
Bothell I	\$1,610,000	\$2,880,000	\$8,610,000	\$13,100,000	\$4,700,000	\$400,000	\$400,000	\$7,400,000		\$200,000		\$0	\$13,100,000
Obligation Date	5/1/2004	6/1/2006	7/1/2007										
Bothell IIA	\$1,000,000	\$2,350,000	\$3,650,000	\$7,000,000			\$1,780,000			\$220,000	\$1,500,000	\$3,500,000	\$7,000,000
Obligation Date	2/1/2007	6/1/2008	9/1/2009										
Bothell IIB	\$3,500,000	\$260,000	\$29,100,000	\$32,860,000	\$3,100,000				\$3,500,000	\$26,260,000			\$32,860,000
Obligation Date													
TOTAL	\$13,696,835	\$13,476,685	\$77,429,480	\$104,603,000	\$15,750,212	\$2,518,253	\$8,481,943	\$15,592,300	\$16,142,612	\$28,943,088	\$9,297,000	\$6,500,000	\$103,225,408

2006 STP FUNDING REQUEST FOR BOTHELL ONLY			
PROJECT	PS&E	ROW	CONSTR.
Bothell I	\$0		\$0
Bothell IIA	\$500,000	\$1,000,000	\$1,000,000
Bothell IIB	\$0		\$0
Total	\$500,000	\$1,000,000	\$1,000,000

2006 STP GRANT										
SECURED FUNDING					UNSECURED					TOTAL
PS&E	ROW	CONSTR.	SUBTOTAL	PS&E	ROW	CONSTR.	SUBTOTAL	PS&E	ROW	CONSTR.
Bothell I	\$1,610,000	\$2,880,000	\$8,610,000	\$13,100,000	\$0	\$0	\$0	\$0	\$0	\$0
Bothell IIA	\$500,000	\$550,000	\$950,000	\$2,000,000	\$500,000	\$2,000,000	\$2,500,000	\$0	\$0	\$2,500,000
Bothell IIB	\$3,500,000	\$260,000	\$29,100,000	\$32,860,000				\$0		
Total	\$5,610,000	\$3,690,000	\$38,660,000	\$47,960,000	\$500,000	\$2,000,000	\$2,500,000	\$0	\$0	\$2,500,000

ANTICIPATED SOURCES OF UNSECURED FUNDING			
SHORTFALL	TIB*	LOCAL	TOTAL
Bothell I	\$0	\$0	\$0
Bothell IIA	\$2,500,000	\$2,500,000	\$2,500,000
Bothell IIB	\$0	\$0	\$0
Total	\$2,500,000	\$2,500,000	\$2,500,000

*\$2,500,000 request from TIB in the upcoming 2007 funding cycle

SR-522 CORRIDOR - BOTHELL

Phase I

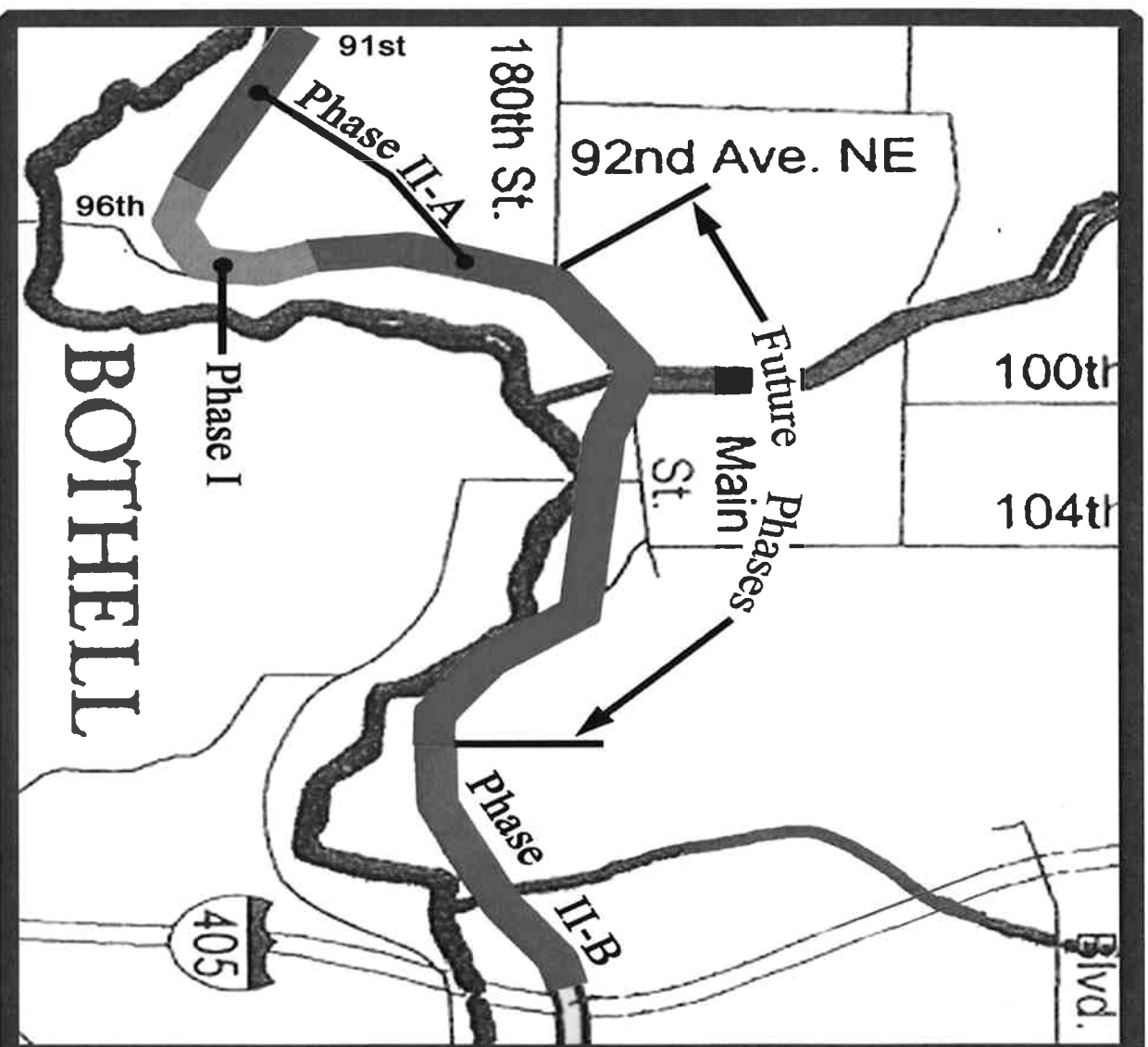
Project Cost \$13.1 M
2006 STP Request \$0

- Intersection capacity improvements
- Safety improvements
- Transit system access
- Pedestrian enhancement
- Signal coordination
- Transit signal priority

Phase II-A

Project Cost \$7.0 M
2006 STP Request \$2.5 M

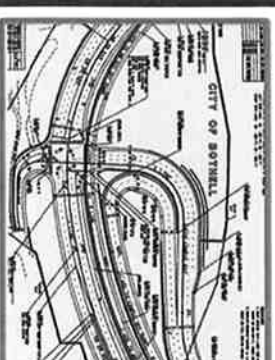
- BAT Lane
- New signal at 91st / SR-522
- Pedestrian / trail crossing
- Access management
- Sidewalk / curb & gutter
- Safety improvements
- Transit access amenities
- Signal coordination & upgrade
- Signalized pedestrian crossing



Phase II-B

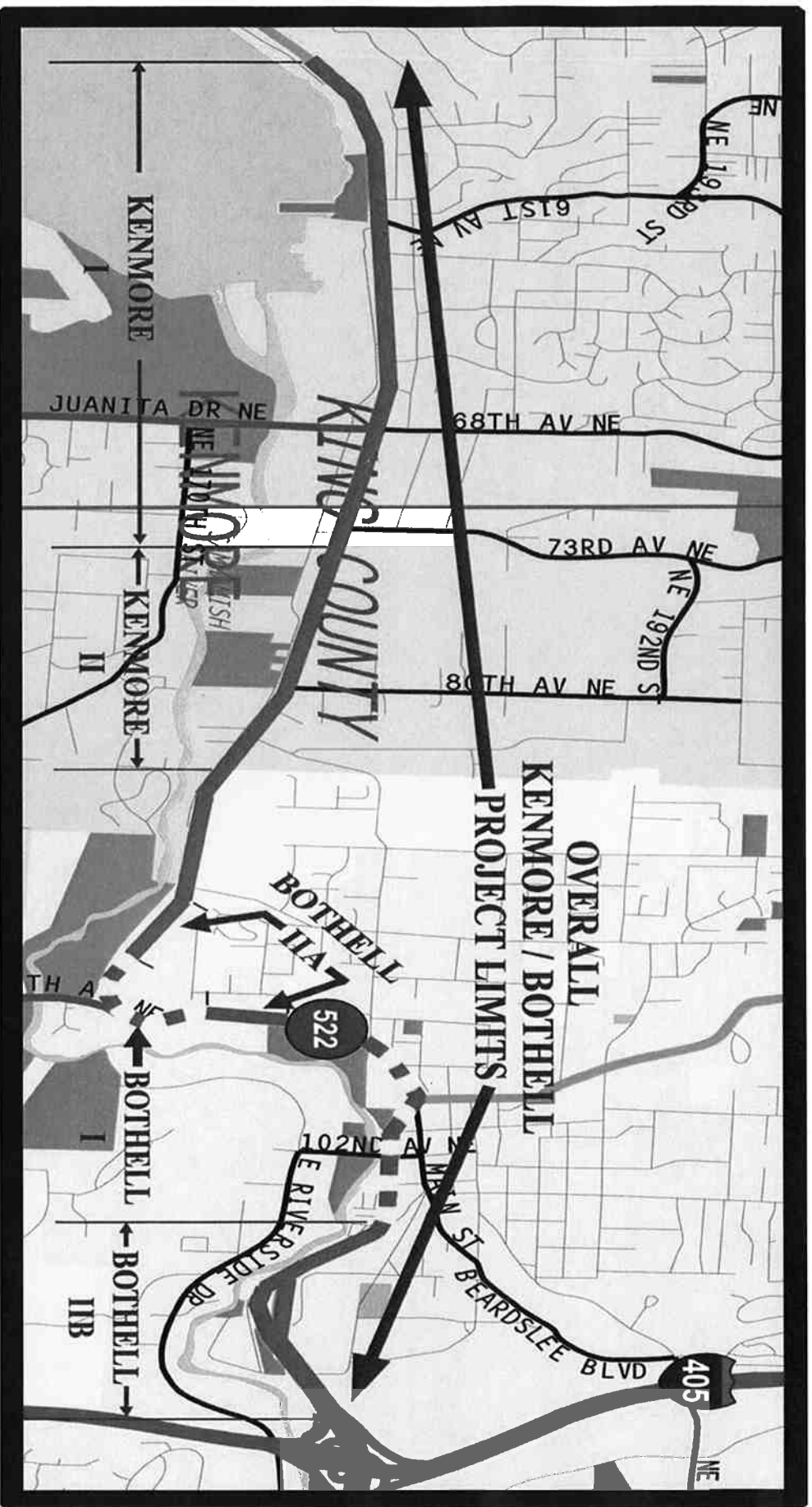
Project Cost \$32.9 M
2006 STP Request \$0

- New access to Bothell campus
- Access management
- Transit access system
- Safety improvement



SR-522 CORRIDOR

KENMORE / BOTHELL CORRIDOR PHASE MAP



AGREEMENT BETWEEN THE CITY OF BOTHELL AND KING COUNTY FOR
DESIGN AND CONSTRUCTION OF STATE ROUTE (SR) 522 PHASE I
IMPROVEMENT PROJECT AT 96TH AVENUE NORTHEAST

THIS AGREEMENT is made and entered into this _____ day of _____ 2004, by and between the City of Bothell, hereinafter called the "City," a municipal corporation of the State of Washington, and King County, acting through its Department of Transportation, hereinafter called the "County", both of which entities may be referred to hereinafter as "Parties".

WHEREAS, the Parties have endorsed the State-led State Route (SR) 522 Multi-Modal Corridor Study that was designed to optimize person-carrying capacity of the roadway, improve roadway safety for pedestrians, bicycles, transit, and general traffic, and support both the local and regional economic development objectives for the Bothell Way/SR 522 corridor; and

WHEREAS, the City's SR 522 Phase I Improvement Project at 96th Avenue NE includes a set of improvements that directly benefit transit operations for the County, including transit lanes in both directions of the SR 522 corridor; and

WHEREAS, the City has committed to a set of design principles outlined in the SR 522 Multi-Modal Corridor Study prepared by WSDOT; and

WHEREAS, the City supports the successful deployment of a transit signal priority system as an important tool that supports optimizing the person-carrying capacity of the arterial street system, and within the larger framework of the City's signal system; and

WHEREAS, the County wants to improve transit operations along SR 522/Bothell Highway and supports the City's efforts to upgrade this facility in a manner more compatible to transit and pedestrian modes; and

WHEREAS, the City will lead and be responsible for the design and construction of the SR 522 Phase I Improvement Project at 96th Avenue NE; and

WHEREAS, the purpose of this AGREEMENT is to establish the terms and conditions under which the County will contribute local funds to the City's SR-522 Phase I Improvement Project at 96th Avenue NE.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

- 1.1 The terms listed in this section shall have the meanings respectively assigned to them in the subsections set forth below. Words in the singular include the plural and *vice versa*.
- 1.2 "BAT lanes" means business access and transit lanes located in both directions of SR 522 for the length of the project, for exclusive use by transit coaches and for general access to adjacent businesses.
- 1.3 "TPR Field Equipment" means all equipment that is physically located in the field to support TSP, inclusive of the TPR Generators, TPRI, TPR Detection System, and Interface Panels.

Attachment 1

- 1.4 "TPR On-board Equipment" means the TPR equipment that resides on the County's buses.
- 1.5 "Transit Priority Request Generator" (otherwise referred to as the "TPR Generator") means the portion of the TPR System co-located in the traffic signal cabinet that provides the conditional priority request. The Master TPR Generator includes a modem for direct dial-up by the TPR Management System.
- 1.6 "Transit Priority Request Management System" (otherwise referred to as the "TPR - Management System") means the TPR Management Server, modem bank, phone lines and other central system hardware and applications located at the King Street Center County Offices that are used to manage and communicate with the TPR Generators in the field, inclusive of the phone drop located at the master TPR Generator. It also includes any TPR Remote Workstations that provide user input and system management and operational functions.
- 1.7 "Transit Priority Request System" (otherwise referred to as the "TPR System") means the technology that has been selected by the County, in consultation with local traffic engineers throughout King County, to enable transit buses as they approach a signalized intersection to request priority treatment from the signal controller. The system is comprised of (i) on-board components including Radio Frequency (RF) transponder (King County Metro Transit supplied), (ii) the TPR Detection System, (iii) the TPR Generator, (iv) TPR Interconnect, (v) Interface Panel and the TPR Management System and (vi) TPR remote work stations.
- 1.8 "Transit Signal Priority" (otherwise referred to as "TSP") means the ability of a traffic signal control system, generally within the traffic controller functional capability, to grant special priority treatment to buses by adjusting traffic controller settings so as to reduce signal delay for transit buses. This term is synonymous with "TSP functionality."
- 1.9 "Transit Signal Priority System" (otherwise referred to as the "TSP System") means the functional integration of the TPR System with the Traffic Signal Control System through which TSP is provided.
- 1.10 "Project" means the Kenmore SR 522 Phase I Multi-Modal Project on Wayne Curve at the intersection of SR 522/Bothell Highway and 96th Avenue NE.

SECTION 2. CITY RESPONSIBILITIES

- 2.1 The City will be responsible for the design and construction of the following Project Improvements under this AGREEMENT:
- a. BAT lanes shall be constructed in both directions of SR 522 in Bothell. In the southbound direction, the BAT lane will begin approximately 400 feet north of the intersection with 96th Avenue Northeast and extend 1,000 feet south of the intersection. In the northbound direction, the BAT lane will begin 600 feet south of the intersection with 96th Avenue Northeast and extend 400 feet north of the intersection. The BAT lanes will operate for 24 hours a day, seven days a week. Street parking in the BAT lanes will be prohibited.
 - b. Curb, gutter and sidewalks will be constructed along both sides of SR 522 for the length of the project with the exception of the area west of 96th Ave along the south side where the Sammamish River Trail will provide the bus element. The sidewalk will connect to and METRO Transit stops. Two crosswalks will be installed at the intersection of SR 522 and 96th Avenue Northeast.

Attachment 1

- c. Sidewalk and lighting improvements shall be provided at the pair of bus stops on SR 522 at the intersection of 96th Avenue Northeast. Said sidewalk and lighting improvements at each bus stop shall include a concrete foundation suitable for possible bus shelter installation, a concrete landing pad for ADA accessibility, overhead street/sidewalk lighting and a power connection to allow for possible internal bus shelter lighting. The two crosswalk improvements at the intersection of SR 522 and 96th Avenue Northeast shall include a crosswalk across SR 522 at the north leg of the intersection, and a second crosswalk across 96th Avenue Northeast, at the east leg of the intersection.
- d. Transit Priority Field equipment shall be installed at the intersection of SR 522 with 96th Avenue Northeast to enable transit signal priority to be offered in the northbound direction. The Transit Priority Request equipment shall include the following: antenna; reader unit; interface unit; communication links between reader and antenna; communication links between the reader and the interface unit; and the interconnect panel between the interface unit and the controller inside the cabinet.
- e. The City agrees to operate a traffic control system that provides, at a minimum, the basic transit signal priority functionality as described in Exhibit B. Any software enhancements to the City's traffic control system required to provide this functionality, will be developed, tested, installed, and funded by the City.
- f. The City will certify in writing to the County that it has evaluated the transit signal priority functionality of its traffic control system and that said system meets or exceeds the minimum functional requirements described in Exhibit B. The City will provide written documentation of its evaluation to the County for its review and approval. The City shall not initiate the procurement or installation of the TPR system, per Section 2.1d, until the written evaluation is complete and the County concurs with its findings. The County will not unreasonably withhold its concurrence.

2.2 The City will design and construct the Project and will be responsible for the administration of any contracts it enters into for the performance of its responsibilities under this AGREEMENT. The City will provide the County with monthly progress reports during the design and construction phases, to identify work progress, schedule adherence, and other matters of significance in the performance of this AGREEMENT. Prior to the issuance of a change order or acceptance of a contractor's work, the City will notify the County and provide the County with the opportunity to comment on and inspect the following items included in the Project:

- a. Bus shelter footings;
- b. Handholds, conduits, and electrical service connections for providing power for internal lighting in bus shelters;
- c. Concrete landing pads for ADA accessibility.
- d. Transit Priority Request Field Equipment

However, neither the County's comments nor inspection of City-installed improvements under this AGREEMENT will relieve the City of its responsibility for said improvements.

2.3 The City will be responsible for installing electrical power service to all street/sidewalk lighting and to the bus shelter sites in the Project. The City shall also be responsible for paying all ongoing electrical power costs related to such street/sidewalk and internal bus shelter lighting improvements.

Attachment 1

- 2.4 The City will provide the County with at least twenty-one (21) days to review and comment on all design plans and specifications for improvements set forth in Section 2.1 above at 30%, 60%, 90% and final design. The County agrees not to withhold its comments, and such comments shall not be construed to relieve the City of its responsibility for final design of said improvements. If there are disputes among the Parties about how to address conflicting comments or design objectives on any elements of the City's design review process that cannot be resolved by the project managers of the respective parties, then those disputes will be forwarded to the Management Oversight Committee described in Section 5 below for resolution.
- 2.5 The City shall comply, and shall ensure that its contractors comply, with all federal, state and local laws applicable to the work performed under this AGREEMENT.
- 2.6 The City will lead the community relations and public outreach required to support all elements of the SR 522 Phase I Project improvements in Bothell. The Parties jointly agree to coordinate, cooperate, and participate when necessary.
- 2.7 Except for bus shelters and interior shelter lighting fixtures which will be owned and maintained by the County as set forth in Section 3.2 below, the City shall own and maintain all of the improvements constructed under this AGREEMENT.

SECTION 3. COUNTY RESPONSIBILITIES

- 3.1 Upon notification by the City of completion of work identified in Sections 2.1 above, the County will inspect the improvements. If the County finds that any work does not meet the terms of this AGREEMENT, or any specifications or terms established hereunder, the County will prepare a punch list of such items and submit it to the City. Work that does not comply with the agreed upon specifications and terms shall be corrected by the City at no cost to the County. Notice of acceptance by the County will not constitute acceptance of any unauthorized or defective work or material. The County retains all rights hereunder and at law to require the City to remove, repair, replace, or dispose of any unauthorized or defective work and/or to recover damages for any such work or material.
- 3.2 The County at its sole discretion may install bus shelters, including interior bus shelter lighting, at the bus zones identified in the Project. The County will own and maintain all bus shelters and interior bus shelter lighting fixtures that it installs under this AGREEMENT.
- 3.3 The County will develop for City review and approval a draft TSP Operational Plan. The TSP Operational Plan will define the parameters for installing and implementing TSP at SR 522 and 96th Avenue Northeast. The TSP Operational Plan will include the following elements:
- a. Establish the design goal for the TSP System, including the desired improvement in transit performance;
 - b. Establish the frequency and times of day that TSP will be granted;
 - c. Identify the transit routes/trips eligible for priority;
 - d. Establish the traffic controller settings that will be used to implement TSP.

The Parties will jointly approve in writing the final TSP Operational Plan prior to installation of the TSP system.

Attachment 1

- 3.4 The County will purchase and supply to the City for installation the Transit Priority Request Field Equipment required to support the agreed upon design. The equipment to be purchased is generally as itemized in Exhibit C.
- 3.5 The County will conduct the functional testing for all Transit Priority Request Field Equipment prior to equipment delivery to the City or its contractor.
- 3.6 The County will arrange for the phone connection to support the modem connection between the Transit Priority Request Field Equipment and the County's server at King Street Center.
- 3.7 The County will provide technical assistance, as requested, to the City personnel or City contractor assigned to install the Transit Priority Request Field Equipment.
- 3.8 The County will provide County staff and consultant resources to lead the integration effort for the Transit Priority Request System once the City has installed this system.
- 3.9 Once the Parties agree that the Transit Priority Request equipment is fully functional, the County and the City will jointly implement the agreed upon transit parameters required to activate transit signal priority, per the adopted Transit Signal Priority Operational Plan, per Section 3.3. The County will install the agreed upon settings for the TPRG and the City will install the agreed upon the traffic control settings.
- 3.10 Following transit signal priority activation, the County will evaluate the reduction of transit delays at the transit signal priority intersection as a measure of effectiveness of transit signal priority operations along SR 522, and report its findings to the City. The Parties will make adjustments to the Transit Signal Priority Operations Plan as required and document the agreed final operations plan in writing.

SECTION 4. FINANCING AND PAYMENT

- 4.1 The total construction budget for the Project is estimated to be thirteen million dollars (\$13,000,000). The County will contribute an amount not to exceed \$400,000 to support the construction and installation of transit related improvements as identified in Exhibit A.
- 4.2 The City will invoice the County upon completion of all the tasks identified as Tasks 1, 2 and 6 in Exhibit A. The County's costs incurred under Task 3, Purchase of Transit Signal Priority Equipment, Task 4, Transit Signal Priority Operations Plan and Task 5, Transit Signal Priority System Integration, will be paid directly to the equipment supplier or consultant. The County will make payment to the City within thirty (30) days of receipt of an invoice for work determined to be performed in accordance with the terms of the Agreement. The County's payment to the City will not exceed the amounts specified for Task 1, Task 2, and Task 6 identified in Exhibit A.
- 4.3 The City shall be solely responsible for all other costs related to the design and construction of the Project.

Attachment 1

SECTION 5. PROJECT MANAGEMENT AND OPERATIONAL FRAMEWORK

- 5.1 The City and the County agree to perform their respective roles under this AGREEMENT in a cooperative manner with a shared commitment to successfully implement the Project.
- 5.2 For the duration of the SR 522 Phase I Improvement Project, the parties agree to establish a Management Oversight Committee composed of the following individuals: David Zabell of the City of Bothell and Eric Gleason of King County Metro.
- 5.3 The Management Oversight Committee must review and approve any revisions to the scope, budget, and/or schedule for the work undertaken pursuant to this AGREEMENT.

Section 6. Ownership and Maintenance

- 6.1 Unless otherwise agreed to by the Parties, the City will own and maintain all improvements constructed by the City as part of the Project.
- 6.2 The County will own and maintain all bus shelter and bus signage supplied by the County.
- 6.3 Upon installation and acceptance of the TSP system, it is the intent of the Parties for the City to own, operate, and maintain the TPR Field Equipment. These devices reside in the City's rights-of-way, are mounted in City owned cabinets, and are connected to the City signal system. The County will own and operate the TPR On-board Equipment and the TPR Management System located at the County on behalf of all cities that offer transit signal priority in King County, inclusive of the City of Bothell.
- 6.4 A more detailed Operations and Maintenance Agreement will be developed and executed by the parties within twelve months of the completion, testing, and acceptance of the initial TSP installation. The purpose of the Operations and Maintenance Agreement will be to establish and agree upon the day-to-day business practices that the parties will employ to operate and maintain transit signal priority. Items to be addressed include but are not limited to the following: a system of configuration management of hardware and software, the procedures to diagnose, repair, report and document any equipment failures; and guidelines for expected response times to address equipment/system failures.
- 6.5 The Operations and Maintenance Agreement will include language such that the City or the County may terminate for convenience the Operations and Maintenance Agreement in its entirety at any time.
- 6.6 In the event that the parties fail to execute an Operations and Maintenance Agreement, the City will collect and return all of the TPR Field Equipment to the County at a site designated by the County.

SECTION 7. LEGAL RELATIONS

- 7.1 It is understood that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as result of this AGREEMENT. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other party.

Attachment 1

- 7.2 To the maximum extent permitted by law, the City shall defend, indemnify, and hold harmless the County and all of its officials, employees, principals, and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, that arise out of, are connected with, or are due to any negligent act or omission of the City or any of its officials, contractors, employees, agents and representatives engaged in performing the work and responsibilities of this AGREEMENT. The City specifically assumes potential liability for actions brought by its own employees against the County and for that purpose only the City specifically waives, as to the County only, any immunity under the Worker's Compensation Act, RCW Title 51; and City recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115.
- 7.3 In the event the County incurs attorney's fees, costs or other legal expenses to enforce provisions of this section against the City, all such reasonable fees, costs, and expenses shall be recoverable by the County.
- 7.4 This AGREEMENT shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this AGREEMENT. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this AGREEMENT.
- 7.5 The provisions of this Section 7 shall survive any expiration or termination of this AGREEMENT.

SECTION 8. RECORDS AND AUDIT

- 8.1 During the progress of the design and construction of all improvements covered by this AGREEMENT and for a period not less than three (3) years from the date of completion of all improvements, records and accounts pertaining to the work of this AGREEMENT and accounting therefore are to be kept available for inspection and audit by representatives of the parties. Copies of the records shall be furnished upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the State Auditor's Office.

SECTION 9. TERM OF AGREEMENT

This AGREEMENT shall take effect upon execution by both parties and shall expire on December 30, 2009, unless extended by mutual agreement of the Parties or unless terminated in accordance with the provisions of Sections 10 of this AGREEMENT.

SECTION 10. TERMINATION

- 10.1 The County may terminate this AGREEMENT if the City has not awarded a contract to construct the Project by December 31, 2007. If the County exercises this option, it will not owe the City any portion of the \$400,000 payment identified in Section 3 above. If the County exercises this option, it will provide written notice of such termination via certified mail to the City not less than thirty (30) days prior to the effective date of termination.
- 10.2 Either party may terminate this AGREEMENT for cause in the event that the other party fails to cure a material breach of this AGREEMENT within ten (10) days after written

Attachment 1

notice of such breach has been provided by the non-breaching party, which notice shall be provided at least ten (10) days in advance of the effective date of the termination.

- 10.3 Failure by either party to require full and timely performance of any provision of this AGREEMENT at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision or any other provision thereafter.

SECTION 11. IDENTIFICATION OF CONTACTS AT CITY AND COUNTY

All official communications concerning this AGREEMENT should be directed to the following parties:

City:
Eddie Low
City Engineer
City of Bothell Public Works Dept.
18305 101st Avenue N.E.
Bothell, WA 98028

County:
Franco
Fernandes
Transportation Planner III
King County Dept of Transportation
201 S. Jackson Street, MS KSC-TR-0411
Seattle, WA 98104

Any changes in agency contacts from those noted above must be communicated in writing to the other party.

SECTION 12. ENTIRE AGREEMENT

This AGREEMENT contains all terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment. Such amendments may be made to this AGREEMENT within the previously approved budget or other applicable authority for and on behalf of the County by its General Manager of the Transit Division or designee, and for and on behalf of the City of Bothell by its City Manager or designee.

SECTION 13. SEVERABILITY

If any provision of this AGREEMENT is held invalid by a court of competent jurisdiction, the remainder of the AGREEMENT shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

Attachment 1

Exhibit A

SR 522/Bothell Highway at 96th Avenue Northeast City of Bothell, Washington

The County contribution for this project is as follows:

<u>TASK</u>	<u>BUDGET</u>
Task 1: Bus Zone and Shelter Improvements	\$100,000
County contribution to support the construction of shelter footings, conduit runs and handholds for power to shelters, striping of bus zones, and installation of adjacent pedestrian street lighting.	
Task 2: Transit Signal Priority Related Improvements	\$100,000
County contribution to support the supply and installation of conduit from the reader cabinet to transit priority request generator links, and conduit for phone drop to the traffic controller at SR 522 and 96 th Avenue NE. County contribution to support installation of conduit to house power supply to readers. County contribution to support the purchase and installation of a traffic controller that supports transit priority at the intersection of SR 522 and 96 th Avenue NE.	
Task 3: Purchase of Transit Priority Request Equipment	\$20,000
County cost for purchase of transit priority request equipment for one (1) intersection, to be supplied to City for installation	
Task 4: Transit Signal Priority Operation Plan	\$10,000
County cost for it's consultant to develop a transit signal priority operational plan, per Section 3.3.	
Task 5: Transit Signal Priority System Integration	\$10,000
County cost for it's traffic consultant to provide system integration services which includes adjusting the antenna to maximize reads, providing technical assistance in wiring, configuration and testing of the transit signal priority system.	
Task 6: General Street and Pedestrian Improvements	\$160,000
County contribution to support construction of street rechannelization, northbound and southbound BAT lanes, curb, gutter, sidewalks, curb ramps, and pedestrian crosswalk.	
TOTAL COUNTY CONTRIBUTION	\$400,000

Attachment 1

EXHIBIT B

BASIC TRAFFIC CONTROLLER TSP FUNCTIONALITY

Traffic signal controller shall provide a low priority/TSP routine with the following characteristics.

TSP Operation

Two types of TSP operation shall be provided during both "Free" and "Coordinated" modes.

- ♦ TSP operation during "Free" operation shall increase the green time provided to transit phase/s and decrease the green time to the non-transit phase/s without interrupting the normal phase sequence.
- ♦ TSP operation during coordination shall increase the green time provided to transit phase/s and decrease the green time to the non-transit phase/s without adverse impact to signal coordination.

Controller Input/Output

Required:

- ♦ The controller must be capable of accepting a minimum of four Transit Priority Request (TPR) inputs.
- ♦ Controller inputs must be able to accept a TPR in the form of either:
 - 1) a 24 volt pulsing input at a frequency of 6.25 Hertz (+/- 0.02 Hertz) or;
 - 2) a steady 24 volt input
- ♦ Controller inputs using the 6.25 Hz pulsing method must share the preempt pins
- ♦ Controller inputs using the 24 volt steady input must be mappable inputs
- ♦ TSP Operation shall be terminated upon release of TPR input

Optional

- ♦ TSP Active Output Pin activated upon servicing a TSP request

TSP Functional Features

Required:

- ♦ TPR controller inputs shall be programmable to allow one or more phases to be selected for priority treatment.
- ♦ Any phase or compatible phase pair shall be programmable as the TSP phase(s).
- ♦ Provide capability to extend green intervals for the priority phase(s) (programmable by time-of-day)
- ♦ Provide capability to shorten green displays using programmable minimum phase duration for non-priority phases (programmable by time-of-day)
- ♦ Provide capability to retain normal vehicle and pedestrian clearance intervals. (programmable by time-of-day)
- ♦ Provide capability to serve all signal phases without changing phase sequencing.
- ♦ Provide transition back from priority mode that retains coordination.
- ♦ Provide override of priority input upon conflicting high-priority (emergency vehicle) call.
- ♦ Provide timer that prohibits the re-service of a priority treatment. (programmable by time-of-day)

Attachment 1

- ✦ Provide delay timer that delays acting on the TPR input (programmable by time-of-day)
- ✦ Provide locking detection of TPR input, with release of lock upon serving priority phase.
- ✦ Provide capability to operate during main street walk rest operation
- ✦ Provide a minimum of four (4) TSP Alternate Split Plans/TPR Input
- ✦ During traffic responsive mode, the TSP plan selected shall also be adjustable through reference to the selected dial/split/offset in-affect.

Optional

- ✦ Provide a programmable Maximum Timeout feature that would ignore a TPR input of up to 255 seconds.
- ✦ Provide capability to inhibit TSP when coordination active but not in sync (Inhibit during offset seeking)

Controller Front Panel Features

Required:

- ✦ Priority Logs available at controller
- ✦ Front panel indicator during priority active routine

Optional

- ✦ Help Screen available for TSP settings
- ✦ Front panel Display shows impact on Splits
- ✦ Upload/Download Settings Through Laptop

Central Features

Required:

- ✦ Priority Logs available at central
- ✦ Upload/Download TSP Settings settings through central

Optional

- ✦ Display shows impact of TSP operation on Splits

EXHIBIT C

Transit Priority Request equipment
provided by the County

Transit Priority Request Equipment	Quantity
Reader Assembly	1
Yagi antenna (including pole attachments)	1
TSP interface Panel	1
Transit Priority Request Generator	1

Attachment 1

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT
this ____ day of ____, 2004.

The City of Bothell

By Manny Ocampo
Manny Ocampo, Interim City Manager
City of Bothell

1-13-05
Date

King County

By Kevin Desmond
Kevin Desmond, General Manager
King County Metro Transit Division
Approved and Form Oleguer 1-31-05

2/2/05
Date

ATTEST/AUTHENTICATED:

Joanne Trudel
Joanne Trudel, City Clerk

Approved As To Form:

Michael Weight
Michael Weight, City Attorney

Attachment 1

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE RELATIONSHIP BETWEEN THE
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND THE CITY OF BOTHELL**

THIS Memorandum of Understanding is made this 22nd day of July, 2004 between the Central Puget Sound Regional Transit Authority (hereinafter referred to as "SOUND TRANSIT") and the City of Bothell, a municipal corporation ("Bothell" or "City").

RECITALS

WHEREAS, Sound Transit is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW Chs. 81.104 and 81.112;

WHEREAS, the City is a municipal corporation with powers to provide public improvements within its jurisdiction;

WHEREAS, Sound Transit is authorized by the voters to implement Sound Move, a plan for regional high-capacity transit, which includes new facilities and services include in part Regional Express Bus and HOV Systems-- new regional bus routes operating predominately on the state's high-occupancy-vehicle lanes; the construction of special HOV access ramps to the freeway HOV-lane network, and numerous transit facilities such as transit centers and park and ride lots.

WHEREAS Sound Transit and the City recognize the need to collaborate on the design and development of transit improvements to effectively and efficiently provide bus service to the City of Bothell and the surrounding area;

WHEREAS, constructing and operating transit improvements within the region is a complex task, requiring maximum cooperation and efficient utilization of resources between the parties, and the parties recognize the efficiencies and economies inherent in jointly designing and constructing the transit improvements funded by Sound Transit contemporaneously with general purpose improvements funded by the City.

WHEREAS, Sound Transit and the City are parties to a Memorandum of Agreement ("MOA") dated June 5, 2002, which governs the allocation of responsibilities between the parties for the preliminary design, engineering, and environmental documentation of potential sites for transit-related improvements in the Bothell area.

WHEREAS, the City desires to serve as the lead agency for the design, environmental review and construction of certain proposed SR 522 HOV Enhancements within the City's jurisdiction.

WHEREAS, the proposed preferred alternative for these SR 522 HOV Enhancements, the, area along SR 522 near 96th Avenue (Wayne Curve), is supported by the City Council and endorsed by the Washington State Department of Transportation, King County Metro and Sound Transit Executive Advisory Committee (EAC).

WHEREAS, SOUND TRANSIT and the City will consider additional spot improvements that could potentially benefit traffic mobility.

NOW THEREFORE, in consideration of the above premises, the parties wish to enter into this Memorandum of Understanding to provide for the following principles and purposes to be adopted in a proposed future Interlocal funding agreement (ILA or Interlocal Agreement) to be executed by the parties for the proposed SR 522 HOV enhancements.

1. PURPOSE

The purpose of this Memorandum of Understanding is to outline the scope, schedule and budget for a proposed ILA that would provide for joint funding and City construction of the four (4) remaining phases of work for certain proposed SR 522 HOV enhancements within the City's jurisdiction. These proposed SR 522 HOV enhancements would be located along SR 522 near 96th Avenue (Wayne Curve), as described more fully herein (the "Project").

These four phases include:

- Final Design (60%, 90%, 100%, Information for Bid (IFB), Plans, Specifications and Estimates & bidding phase)
- ROW
- Construction Management
- Construction

2. GENERAL FUNDING APPROACH

The parties desire to establish the maximum amount of the possible Sound Transit funding contributions for transit improvements to be constructed by Bothell for the remaining four (4) phases of work in the Project.

For the remaining four (4) phases, the total Project cost is anticipated to be \$12,082,000 with a 64% transit share and a 36% City share. Sound Transit funding would be provided for the transit elements of this proposed Project would be addressed under the proposed Interlocal Agreement.

The parties anticipate that Sound Transit's funding contribution would be provided in phases through an authorization for disbursement under an Interlocal Agreement. An

authorization for disbursement would be issued for each phase of the Project by Sound Transit upon City Council and Sound Transit Board authorization of matching funding for each of the phases of work. The City approval of match funds through Council action or a commitment for matching funds from another source is a condition precedent to the Sound Transit disbursement of funds under an Interlocal Agreement for each phase of the work.

The parties anticipate that the negotiation and execution of an Interlocal Agreement for Sound Transit's funding and the funding would proceed as follows:

- 1st Quarter 2005: Execute ILA for the four phases
- 1st Quarter 2005: Execute an authorization for disbursement under the ILA for Final Design and ROW phase
- 1st Quarter 2007: Execute an authorization for disbursement under the ILA for Construction Management and Construction

3. ANTICIPATED SCOPE AND SCHEDULE

The proposed project would be located within the Bothell City limits, along SR 522 near 96 Ave (Wayne Curve).

This Project would design and build general purpose and transit elements, which would enhance traffic flow along SR 522. This Project has quantifiable benefits to transit in improving transit access, speed and reliability. Ultimately, the improvements would address overall transit benefit connectivity along SR 522 between Lake Forest Park and Bothell.

More specifically, the project is located along SR 522 Wayne Curve Area at the 96th Street Intersection. The *scope* includes construction of a north transit queue by-pass lane, south transit lane/right turn lane, signal improvements (including TSP), additional left turn lane, sidewalk, curb/gutter/plantings, 96th Avenue improvements, north retaining wall, south retaining wall, urban amenities and illumination.

Sound Transit would receive for its funding contribution the following transit elements:

Final design, ROW and construction of:

- Exclusive transit by-pass lanes on WB SR 522 through the 96th Street Interchange.
- Transit lane accommodating a right turn general-purpose movements on EB SR 522 through the 96th Street Interchange.
- Transit Signal Priority on the SR 522/96th Street Interchange.
- City of Bothell approved Spot Improvements
- Sidewalk improvements

The proposed Project *schedule* is:

- Final Design: 1st Quarter 2005 – 2nd Quarter 2007 (21 months)
- ROW: 3rd Quarter 2005 – 1st quarter 2007 (14 months)
- Bid/Award: 1st Quarter 2007 (2 months)
- Construction: 1st Quarter 2007 – 3rd Quarter 2008 (19 months)
- Close Out: 3rd Quarter 2008 – 4th Quarter 2008 (6 months)

4. FUNDING

Sound Transit would seek Board budget authorization to fund 64% of the total Project costs with a not to exceed amount of \$7,736,000. This percentage of the total costs represents the percentage of the transit elements in the Project.

Bothell would be the lead agency and would fund the remaining costs of final design, right of way acquisition, construction management and construction. Bothell's funding responsibility would be 36% of the total Project costs, or an estimated \$4,346,000, as well as any costs in excess of \$4,346,000; including WSDOT's project administration, as identified in the Local Agency Guidelines (LAG) Manual.

Additionally, the ILA would set forth the following principles regarding expenditure of funds and project management:

- Any cost savings would be a prorata share of the percent split as identified in Section 2 General Funding Approach.
- The City would have the option to reduce the scope of the Project's for general purpose improvements if the required match funds exceed \$4,346,000, so long as the integrity of the transit benefits are kept.
- Allow reimbursement flexibility between phases. For example, offsetting increased cost from ROW and Final Design with cost savings from construction management and construction. Offsetting when used should preserve Sound Transit's 64% contribution limit and not exceed its total capped contribution amount of \$7,736,000 when the Project is completed.

5. SOUND TRANSIT PROJECT PARTICIPATION

Sound Transit may perform the following under the Interlocal Agreement:

- Provide to Bothell comments on the 60%, 90%, 100% & IFB plans upon receipt of the plans
- Provide review of the Final Design and ROW review
- Provide coordination with Construction management review staff
- Prior to each phase (Final design, ROW and construction commencement), authorize disbursement of the Sound Transit contribution upon receiving written notice of Council action authorizing matching City funds or certification that a matching funding commitment has been obtained by the City from another source.

- Process the City's invoices and reimbursement at no more than one a month.

6. CITY OF BOTHELL RESPONSIBILITIES FOR PROJECT COMPLETION

The Parties agree that Bothell would assume all responsibility to cause the Project to be completed as the lead agency and would perform all design and construction work for the completion of all remaining phases of work, including negotiating and managing all WSDOT contracts for construction of the Project.

Additionally, Bothell would provide matching funds equaling 36% of the total Project cost, an estimated \$4,346,000, as well as costs in excess of \$4,346,000. If the total Project costs exceed the available matching funding from the City or other sources, the City would have the option to reduce the scope of the general purpose improvements, but not the transit elements. Bothell would proceed with Final design, ROW and construction, after the satisfactory completion of environmental review when the funding is approved by its City Council for each of the four phases and upon Sound Transit's authorization for disbursement of Sound Transit's contribution

Bothell's proposed responsibilities for project completion pursuant to an ILA are more specifically described below.

A. Final Design Phase

The City upon receiving written notification that the Sound Transit Board has authorized an Interlocal Agreement for the funding of the Project's transit elements and after City Council approval of the same Interlocal Agreement would commence the following activities:

- Complete final design including WSDOT's administration requirements, as identified in the Local Agency Guidelines Manual.
- Respond to Sound Transit comments with the City's resolutions on plans and technical memoranda within two weeks of receipt by the City
- Provide a hard copy and electronic copy of the 60%, 90%, 100% and Information for Bid (IFB) submittal including the engineer's estimates to Sound Transit.
- Processing of Monthly pay applications by the Consultant.
- Provide monthly invoices to Sound Transit for transit related element costs.
- Provide Monthly status reports and earned value reports to Sound Transit.
- Provide Day to day management of the bidding phase including collection, distribution and responses to request for information, bid openings and bid evaluations.

Sound Transit upon receiving authorization from the Sound Transit Board would execute an authorization for disbursement under the Interlocal Agreement to provide the first contribution for the agreed upon percentage of the project cost, as identified in the General Financial Approach.

Within two weeks of receipt of the plans Sound Transit would review and submit to the City its comments on a hard copy and electronic copy of the 60%, 90%, 100% and IFB submittal including the engineers estimates. Sound Transit would provide an electronic comment form, which would be used during the comment and response period.

B. Environmental Review and Permitting

The City will complete all necessary environmental review as provided for in the MOA before the City or Sound Transit make a final decision on whether to proceed with the implementation of the proposed Project. Thereafter, the City would be solely responsible for obtaining all permits for the proposed Project. The Project improvements that are located within City of Bothell right-of-way would be permitted in accordance with City of Bothell guidelines and regulations. Bothell would establish the most expeditious strategy for completing all necessary permits and approvals required for those Project elements located within City of Bothell right-of-way, subject to its land use and environmental requirements.

The Project improvements that are located within State right of way would be permitted in accordance with State regulations and procedures in effect.

C. Real Estate Acquisition

Bothell would acquire and assume ownership of the real-estate actions associated with the Project. Bothell would be responsible for identifying and acquiring the parcels required for this Project. Sound Transit will provide staff review of surveys for proposed real estate acquisitions, if requested by the City. Bothell would assume ownership of all properties acquired for the Project or will convey ownership of Project related parcel to the State.

D. Utility Relocation

Bothell would be responsible for causing all utilities in the public right of way to be relocated as necessary for the construction all Project improvements and Bothell would coordinate with the State to cause relocation of utilities in the right of way under state jurisdiction as necessary for the construction of the Project improvements.

E. Construction Management

Bothell would be responsible for the construction of all Project improvements with a scheduled close out by 4th Quarter 2008.

The City's responsibilities for construction management include tracking of day to day issues, change orders, request for information, claims/disputes, supplemental agreements and correspondence.

The City would provide to Sound Transit the following during construction:

- Monthly status reports and earned value reports.
- Processing of Monthly pay applications as submitted by the Contractor.
- Monthly invoices to Sound Transit for transit related element costs.
- Hard copy (& electronic if available) Conformed set (for construction) and as-builts (after construction) plans, specifications (complete set) and estimates.

Sound Transit would provide to the City the following during construction:

- Processing of the City's invoices and reimbursement at no more than one a month.

7. General Terms of Interlocal Agreement

The proposed ILA would contain general provisions, including those relating to mutual indemnification, insurance, dispute resolution, and venue, as appropriate and necessary.

8. Preserving Sound Transit's Investment

The Interlocal Agreement would provide for the long term operation and maintenance of the Project's transit elements by the City. The transit elements would be dedicated for transit use for the useful life of the improvements. The City would consult with and obtain approval from Sound Transit prior to any change to the operating characteristics of the transit elements. The Interlocal Agreement would provide a mechanism for Sound Transit's investment using a straight line depreciated formula if the transit improvements are changed from transit to general purpose use.

9. Cooperation


Both parties acknowledge that the success of the regional transportation program requires their willingness to work collaboratively to achieve the goals and objectives articulated in this agreement.

IN WITNESS WHEREOF, the Parties hereto hereby agree to the terms and conditions of this Memorandum of Understanding as of the date first written above:

For the City of Bothell:

For Sound Transit:

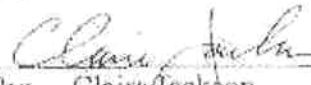

By: Manny M. Ocampo
Title: Interim City Manager


By: Joni Earl
Title: Chief Executive Officer

Approved as to Form:

Approved as to Form:


By: Michael Weight
Title: Bothell City Attorney


By: Claire Jackson
Title: Sound Transit Legal
Counsel

ATTEST:


BOTHELL CITY CLERK

City of Bothell

February 9, 2005

Washington State Department of Transportation
Sno/King Design Office
Attn: Bruce Nebitt
401 - 2nd Avenue South, Suite 300
Seattle, WA 98104

RE: ATTACHMENT to Letter of Understanding -- SR 522 Hot Mix Asphalt Overlay,
Milepost 8.91 to 9.59


Dear Bruce:

Please find enclosed the *attachment* to the fully executed letter of understanding between the City of Bothell and the Washington State Dept of Transportation for supplemental funding for the SR 522 Phase I Wayne Curve Improvement project for your records.

The enclosed attachment was inadvertently excluded from the 2-page letter of understanding that was mailed to your attention by me in a letter dated January 21, 2005. I have also enclosed a copy of the letter of understanding for your reference in the hopes that this may help make it easier to locate so that this attachment can be added to the file along with your original letter of understanding.

I apologize for this inconvenience. If you have any questions or concerns, please feel free to contact me.

Thank you sincerely,


Sandra Lewis
Senior Office Specialist
City Clerk Division
City of Bothell

Enclosure

cc: Gary Sund, Public Works

Gary,
Here's the attachment
to the WSDOT
Ltr of Understanding
Sandy

Professionalism • Respect • Innovation • Dependability

City Administration
18305 101st Avenue NE
Bothell, WA 98011
(425) 486-3256
Fax: 486-2434
www.ci.bothell.wa.us

Community Dev. & Public Works
9654 NE 182nd Street
Bothell, WA 98011
(425) 486-8152
Fax: 486-2489

Fire and E.M.
10726 Beard
Bothell, WA 98011
(425) 486-1678
Fax: 486-4556

12410 101st Avenue NE
Bothell, WA 98011
(425) 486-1254
Fax: 487-0650

Court
10116 NE 183rd Street
Bothell, WA 98011
(425) 487-5587
Fax: 488-3052

WIN A52210B

PIN 152217B

ATTACHMENT

SR 522 Corridor Improvement in Bothell City Limits

10-Sep-04

HMA OVERLAY, STA. 416+20 TO STA. 452+26

MP 8.91 TO MP 9.59

LENGTH = 3606 FT

WIDTH = 5.3 LANES

TOTAL LANE MILES = 3.60

ITEM NAME	UNIT	PRICE	QUANTITY	TOTAL
PREPARATION				
MOBILIZATION	LS	\$24,300.00	1	\$24,300.00
PLANING ASPHALT CONC. PAVEMENT	SY	\$8.00	6310	\$50,480.00
REMOVING ASPHALT CONC. PAVEMENT	SY	\$12.00	640	\$7,680.00
SURFACING				
CSBC	TON	\$38.00	150	\$5,700.00
ASPHALT CONCRETE PAVEMENT				
CRACK SEALING	EST	\$3,000.00	1	\$3,000.00
HMA FOR PRELEVELING CL. 1/2 IN. PG 64-22	TON	\$38.00	1080	\$41,040.00
HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-22	TON	\$75.00	280	\$21,000.00
HMA CL. 1/2 IN. PG 64-22	TON	\$38.00	2380	\$90,440.00
JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	\$2,700.00	1	\$2,700.00
COMPACTION PRICE ADJUSTMENT	CALC	\$1,500.00	1	\$1,500.00
EROSION CONTROL AND PLANTING				
ESC LEAD	DAY	\$50.00	20	\$1,000.00
STREET CLEANING	HR	\$60.00	40	\$2,400.00
INLET PROTECTION	EACH	\$30.00	16	\$480.00
TEMPORARY WATER POLLUTION/EROSION CONTROL	EST.	\$2,000.00	1	\$2,000.00
TRAFFIC				
TYPE C PRECAST TRAFFIC CURB	LF	\$10.00	200	\$2,000.00
FORCE ACCOUNT REPAIR TMA	DOL	\$2.00	1	\$2.00
TRAFFIC CONTROL SUPERVISOR	HR	\$40.00	40	\$1,600.00
TRAFFIC CONTROL LABOR	HR	\$36.00	320	\$11,520.00
TRAFFIC CONTROL VEHICLE	DAY	\$45.00	20	\$900.00
TEMPORARY TRAFFIC CONTROL DEVICES	LS	\$1,000.00	1	\$1,000.00
TRUCK MOUNTED IMPACT ATTENUATOR	EACH	\$3,000.00	2	\$6,000.00
OPERATION OF TRUCK MOUNTED IMPACT ATTENUATOR	HR	\$30.00	320	\$9,600.00
PAINT LINE	LF	\$0.30	19800	\$5,940.00
PLASTIC CROSSWALK LINE	SF	\$2.00	720	\$1,440.00
PLASTIC TRAFFIC ARROW	EACH	\$70.00	10	\$700.00
PLASTIC DRAINAGE MARKING	EACH	\$15.00	44	\$660.00
LOOP REPLACEMENT TYPE R1	EACH	\$400.00	2	\$800.00
TEMPORARY PAVEMENT MARKING	LF	\$0.15	7200	\$1,080.00
SEQUENTIAL ARROW SIGN	HR	\$7.00	160	\$1,120.00
CONSTRUCTION SIGNS CLASS A	SF	\$20.00	128	\$2,560.00
OTHER ITEMS				
ROADWAY SURVEYING	LS	\$10,000.00	1	\$10,000.00
ADJUST MONUMENT CASE AND COVER	EACH	\$150.00	2	\$300.00
ADJUST MANHOLE	EACH	\$200.00	28	\$5,600.00
ADJUST CATCH BASIN	EACH	\$200.00	16	\$3,200.00
ADJUST VALVE BOX	EACH	\$200.00	17	\$3,400.00
ADJUST JUNCTION BOX	EACH	\$200.00	12	\$2,400.00
SPCC PLAN	LS	\$2,000.00	1	\$2,000.00

CONSTRUCTION SUBTOTAL = \$327,542.00

SALES TAX @ 8.66 % = \$28,365.14

CONSTRUCTION ENGINEERING @ 14 % = \$49,827.00

CONTINGENCIES @ 4 % = \$14,236.29

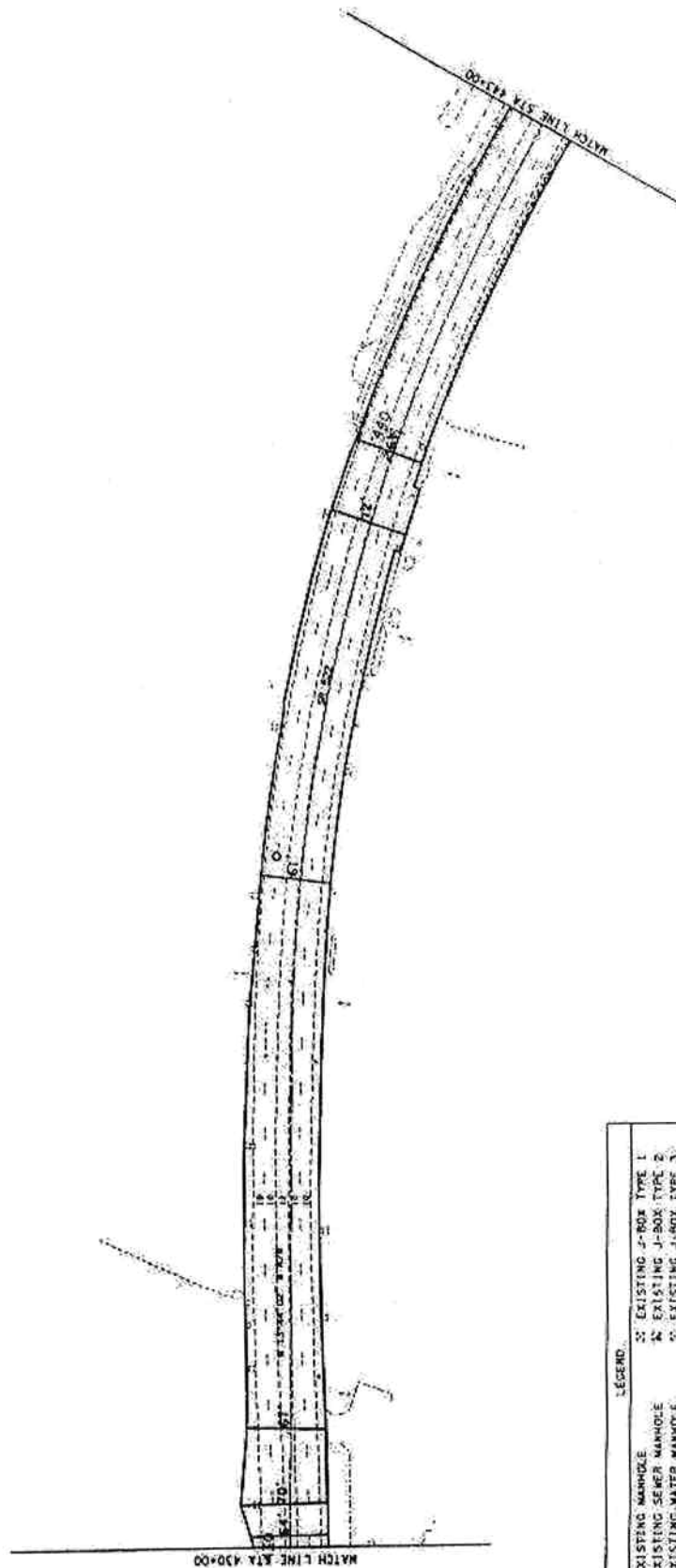
CONSTRUCTION TOTAL = \$419,970.42

PRELIMINARY ENGINEERING @ 0 % OF CONSTRUCTION SUBTOTAL = \$0.00

TOTAL ESTIMATE FOR HMA OVERLAY = \$419,970.42

SAY --- \$420,000.00

COST PER LANE MILE: 3.60 LANE MILES \$ 116,588 PER LANE MILE



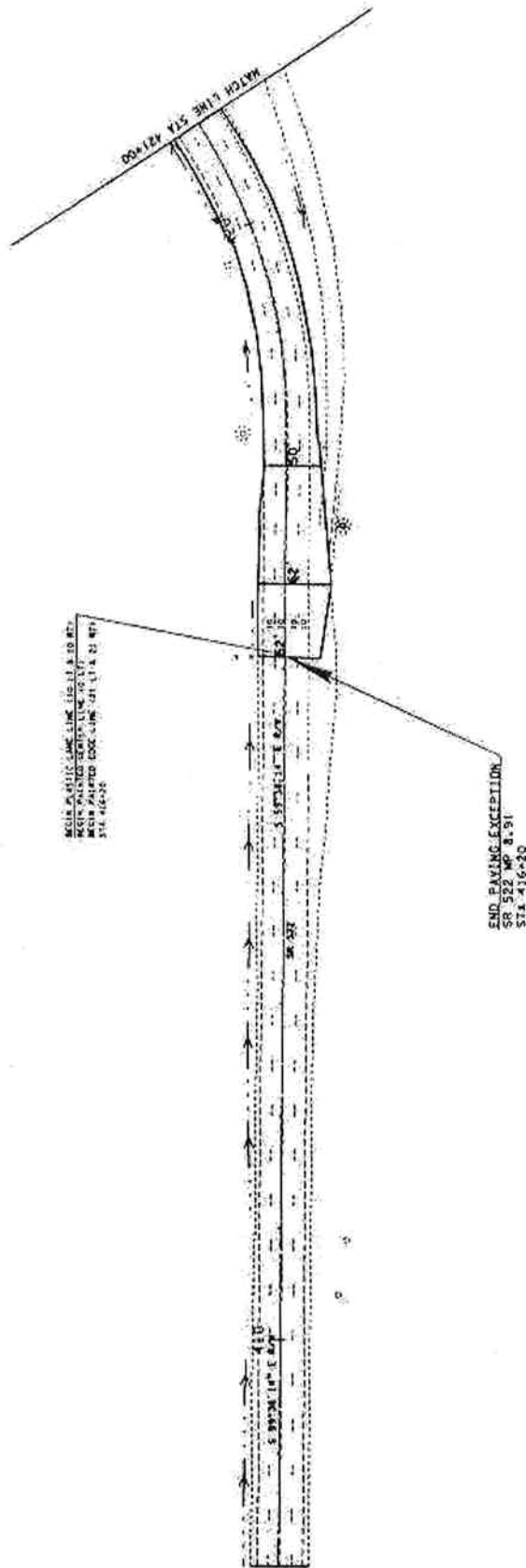
DRAFT

LEGEND

1	EXISTING MANHOLE	1	EXISTING J-BOX TYPE 1
2	EXISTING SEWER MANHOLE	2	EXISTING J-BOX TYPE 2
3	EXISTING WATER MANHOLE	3	EXISTING J-BOX TYPE 3
4	EXISTING VALVE BOX	4	EXISTING CATCH BASIN
5	PROPOSED SIGN	5	EXISTING BARRIER
6	EXISTING SIGN	6	EXISTING GUARDRAIL
7	EXISTING LIGHT POST	7	EXISTING LIMITS
8		8	PAVING PLAN

 Washington State Department of Transportation		SR 522 NE 147TH ST TO HALL ROAD VICINITY		PAVING PLAN
FILE NAME: SR 522 SR 522 PAVING PLAN		PL012		P3
DATE: 09/13/2004		SHEET: 3		TOTAL: 4
DESIGNED BY: C. WILSON		CHECKED BY: R. KENNEDY		PROJECT: SR 522
ENTERED BY: J.C. WILSON		PROJECT: SR 522		REGIONAL: NW, L, E, C
REGIONAL: NW, L, E, C		REGIONAL: NW, L, E, C		REGIONAL: NW, L, E, C

FIGURE 13-016 11-19-00



DRAFT

LEGEND	
1. EXISTING MANHOLE	2. EXISTING J-BOX TYPE 1
3. EXISTING SLOPE MANHOLE	4. EXISTING J-BOX TYPE 2
5. EXISTING WATER MANHOLE	6. EXISTING J-BOX TYPE 3
7. EXISTING VALVE BOX	8. EXISTING CATCH BASIN
9. PROPOSED SIGN	10. EXISTING CATCH BASIN
11. EXISTING SIGN	12. EXISTING GUARDRAIL
13. EXISTING LIGHT POST	14. PAVING LIMITS

FILE NAME: SR 522 PAVING PLAN 13-016		FED. AID PROJ. NO.	
DATE: 09/13/2004	DESIGNED BY: C. WILKINSON	NO. 10	WASH.
ENTERED BY: C. WILKINSON	APPROVED BY: J.C. MITCHELL	DATE: 09/13/2004	BY: J.C. MITCHELL
PROJ. ENGR: B. WILKINSON	REVISION:	DATE:	BY:
REGIONAL ADM. L. ENG.			
SR 522		NE 140TH ST TO HALL ROAD VICINITY	
Washington State Department of Transportation		PAVING PLAN	

[illegible]



Washington State
Department of Transportation
Douglas B. MacDonald
Secretary of Transportation

Northwest Region

Subdividing Design Office
4901 2nd Avenue South, Suite 510
Seattle, WA 98104-2887
206-464-1163 / fax 206-464-1286

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 14, 2004

RECEIVED
PUBLIC WORKS

SEP 21 2004

City of Bothell
18305 101st Ave NE
Bothell, WA 98011

COPY

TIME _____
BY _____

RE: Letter of Understanding
SR 522, HMA Overlay, Milepost 8.99 to Milepost 9.59

Discussions between the State of Washington Department of Transportation (WSDOT) and the City of Bothell (CITY) have resulted in the following Letter of Understanding (LOU).

All parties agree that the following conditions, obligations, and requirements shall apply, and that each party shall be bound by the following:

Project Description

The existing pavement between milepost 8.99 and milepost 9.59 will be rehabilitated with an HMA overlay. This project includes other items such as traffic control and safety work related to pavement rehabilitation work. An itemized estimate is attached.

The project construction cost estimate is \$420,000. This estimate does not include preliminary engineering. Plan sheets that were developed by WSDOT are attached.

WSDOT Responsibilities

WSDOT is committed to provide \$420,000 for the construction of the HMA overlay and related safety work, contingent on Federal Safety Funds availability.


CITY Responsibilities

The CITY will act as lead agency for the incorporating this work into their design, and for the construction of the project. The CITY is also responsible for the ADA Accessible Facilities requirements that are included in the WSDOT's Design Manual supplement effective 6/29/04.

A Participating Agreement will be prepared with the CITY to transfer WSDOT construction funds to the CITY. The City will be responsible for the preliminary engineering design and any project cost overruns directly related to the construction of the HMA overlay.

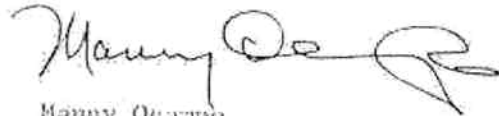
By signing the spaces provided below, the CITY and WSDOT acknowledge and agree to the terms and commitments outlined above.

Concurrence by:


Bill Vleck, P.E.
Assistant Regional Administrator
StoKing Area

Date 9/17/04

Concurrence by:


Manny Ocarapo
Interim City Manager

City of Bothell

Date 1-13-05

rek
Enclosure

cc: file
Ed Conyers / MS 121
Harry Haslam / MS 121